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Attorneys for Chapter 11 Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In re:  
  
IRONCLAD PERFORMANCE WEAR  
CORPORATION, a California corporation,  
  
Debtor and Debtor in Possession.

In re:  
  
IRONCLAD PERFORMANCE WEAR  
CORPORATION, a Nevada corporation,  
  
Debtor and Debtor in Possession.

- ☒ Affects both Debtors
- ☐ Affects Ironclad Performance Wear Corporation, a California corporation only
- ☐ Affects Ironclad Performance Wear Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB  
Jointly administered with:  
1:17-bk-12409-MB  
Chapter 11 Cases

**DEBTORS' MOTION FOR AN ORDER: (1) APPROVING OF DEBTORS' ASSUMPTION AND ASSIGNMENT OF ADDITIONAL EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS AND APPROVING OF DEBTORS' REJECTION OF THOSE EXECUTORY CONTRACTS WHICH ARE NOT ASSUMED AND ASSIGNED; (2) WAIVING THE 14-DAY STAY PERIOD SET FORTH IN BANKRUPTCY RULE 6006(d); AND (3) GRANTING RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MATTHEW PLISKIN**

**[Hearing requested on October 30, 2017, at 10:00 a.m.; Application for an Order Shortening Notice Filed Concurrently Herewith]**

DATE: TBD [Oct. 30, 2017 requested]  
TIME: TBD [10:00 a.m. requested]  
PLACE: Courtroom "303"  
21041 Burbank Blvd.  
Woodland Hills, CA

**MOTION**

On October 9, 2017, Ironclad Performance Wear Corporation, a California corporation, and Ironclad Performance Wear Corporation, a Nevada corporation (collectively, the “Debtors”), the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases, filed a motion (the “Sale Motion”) seeking an order of the Court approving the Debtors’ sale of substantially all of their assets to Radians Wareham Holding, Inc. (“Purchaser”) in accordance with the terms of the Asset Purchase Agreement (“APA”) attached as Exhibit “A” to the Declaration of Geoffrey Greulich filed on September 11, 2017 as Docket Number 6 (the “Original Greulich Declaration”) or to the highest or otherwise best overbidder selected at the Auction (defined in the Sale Motion). By the Sale Motion, the Debtors sought the Court’s approval of the Debtors’ assumption and assignment to Purchaser (or the successful overbidder) of those unexpired leases and executory contracts that Purchaser (or the successful overbidder) wishes to assume (defined in the APA as the “Designated Contracts”). The Sale Motion includes a schedule of executory contracts and unexpired leases (the “Original Contracts and Leases Schedule”).

This Motion’s purpose is to supplement the Sale Motion, and specifically, to include additional contracts that may potentially be Designated Contracts. The Debtors do not concede that these additional contracts (the “Additional Contracts”) constitute executory contracts. The list of the Additional Contracts (the “Additional Contracts Schedule”) along with the Debtors’ belief as to all outstanding cure amounts owing by the Debtors to the other parties to those executory contracts (the “Cure Amounts”) is as follows:

<b>Contracting Party Name</b>	<b>Description of Contract</b>	<b>Cure Amount</b>	<b>Case</b>
Aaron Zhang	Independent Contractor Agreement	\$0.00	CA
Abel Unlimited Inc. (Ironwear)	License Agreement	\$0.00	CA
Adi Kurniawan	Employee Agreement	\$0.00	CA
Big Time Products, LLC. (includes Apollo Performance Gloves)	License Agreement	\$0.00	CA
Bunzl USA Holdings, LLC (Cordova Safety Products, John Tillman Co.)	License Agreement	\$0.00	CA
Cestusline, Inc.	License Agreement	\$0.00	CA

			Cure	
	Contracting Party Name	Description of Contract	Amount	Case
1	Custom Information Services	IT Services Agreement	\$3,546.45	CA
2	Custom Leathercraft Mfg. LLC	License Agreement	\$0.00	CA
3	DNOW L.P. (Skatiq Gloves)	License Agreement	\$0.00	CA
4	DTM Sales and Marketing	Sales Representative Agreement	\$3,184.26	CA
5	DXP Enterprises	Customer Agreement	\$0.00	CA
6	Impacto Protective Products, Inc.	License Agreement	\$0.00	CA
7	Kartiko Sri Kuncoro	Employee Agreement	\$0.00	CA
8	LAB Sales Agency	Sales Representative Agreement	\$54.92	CA
9	Liberty Glove, Inc.	License Agreement	\$0.00	CA
10	Magpul Industries Copr.	License Agreement	\$0.00	CA
11	MCR Safety	License Agreement	\$0.00	CA
12	Muhammad Deni Indrajaya	Employee Agreement	\$0.00	CA
13	Murski Breeding Sales Co.	Sales Representative Agreement	\$0.00	CA
14	Nanang Kuriawan	Employee Agreement	\$0.00	CA
15	Refrigiwear, Inc.	License Agreement	\$0.00	CA
16	Ringers, Inc.	License Agreement	\$0.00	CA
17	River Zheng	Independent Contractor Agreement	\$0.00	CA
18	RPS Solutions	License Agreement	\$0.00	CA
19	Russ MacDonald	Independent Contractor Agreement	\$85.76	CA
20	Safety Supply Corporation	License Agreement		
21	(Radians)		\$0.00	CA
22	Saf-T-Glove	License Agreement	\$0.00	CA
23	Sony Riyadi	Employee Agreement	\$0.00	CA
24	Southern Glove	License Agreement	\$0.00	CA
25	Stauffer Glove & Safety	Customer Agreement	\$0.00	CA
26	TAB Sales Solutions	Sales Representative Agreement	\$82.48	CA
27	Vincent A. Pestilli & Associates,			
28	Inc.	Sales Representative Agreement	\$157.46	CA

Purchaser has not yet identified for the Debtors which of the Debtors' executory contracts and unexpired leases that Purchaser desires to have assigned to it (*i.e.*, the Designated Contracts) if Purchaser is the winning bidder at the Auction (or if there is no Auction), and Purchaser is required to make that designation by one day prior to the sale closing (the "Closing"). If someone other than Purchaser is the successful bidder at the Auction, the Debtors will not know which of their executory contracts and unexpired leases the winning bidder will desire to have assigned to it until the winning bidder at the Auction makes that determination which the winning bidder will also be required to make by one day prior to the Closing.

1 As a result, by way of this Motion, the Debtors are seeking the Court's authority to  
2 assume and assign to Purchaser (or to a successful overbidder) all of the Debtors' Additional  
3 Contracts that Purchaser (or a successful overbidder) wants to have assigned to it and to fix the  
4 required Cure Amounts that would need to be paid to the other parties to the executory contracts  
5 to enable compliance with the provisions of Section 365(b)(1)(A) of the Bankruptcy Code at the  
6 Cure Amounts set forth in the Additional Contracts Schedule unless the other parties to the  
7 executory contracts and unexpired leases file a timely objection to this Motion and the Court  
8 determines that the required Cure Amount is different than the amount set forth in the Additional  
9 Contracts Schedule. By way of this Motion, the Debtors are also seeking a determination by the  
10 Court that none of the other parties to the executory contracts have suffered any actual pecuniary  
11 loss resulting from any default by the Debtors so that no further payments beyond the proposed  
12 Cure Amounts are required to enable compliance with the provisions of Section 365(b)(1)(B) of  
13 the Bankruptcy Code.

14 **WHEREFORE**, the Debtors respectfully request that the Court enter an order:

15 1. finding that notice of this Motion was proper, timely, adequate, appropriate and  
16 sufficient and that no other or further notice of this Motion, the hearing on this Motion, or the  
17 assumption and assignment of the Designated Contracts is or shall be required;

18 2. finding good, sufficient, and sound business purposes and justification and  
19 compelling circumstances for the Debtors' assumption and assignment of the Designated  
20 Contracts to Purchaser (or to a successful overbidder);

21 3. finding that the Debtors' assumption and assignment of the Designated Contracts  
22 to Purchaser (or to a successful overbidder) are in the best interests of the Debtors' estates;

23 4. determining that (i) with the payment of the Cure Amounts, the Debtors and  
24 Purchaser (or a successful overbidder), as applicable, have cured, or have provided adequate  
25 assurance of cure, of any default existing or occurring prior to the Closing under any of the  
26 Designated Contracts, and Purchaser (or a successful overbidder) has provided adequate  
27 assurance of its future performance of and under the Designated Contracts, (ii) the provisions of  
28 Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth in the Additional

1 Contracts Schedule have been satisfied unless the other parties to the executory contracts file a  
2 timely objection to this Motion and the Court determines that the required Cure Amount is  
3 different than the amount set forth in the Additional Contracts Schedule, and (iii) none of the  
4 other parties to the executory contracts and unexpired leases have suffered any actual pecuniary  
5 loss resulting from any default by the Debtors so that no further payments beyond the proposed  
6 Cure Amounts are required to enable compliance with the provisions of Section 365(b)(1)(B) of  
7 the Bankruptcy Code.

8 5. determining that the Debtors' assumption and assignment to Purchaser, and  
9 Purchaser's assumption on the terms set forth in the APA, of the Designated Contracts is  
10 approved, and the requirements for assumption and assignment are deemed satisfied and that the  
11 Debtors are authorized in accordance with 11 U.S.C. §§ 105(a) and 365;

12 6. approving (effective as of the Closing Date) the Debtors' rejection of all of the  
13 Debtors' remaining executory contracts which are not assumed and assigned to Purchaser (or a  
14 successful overbidder);

15 7. waiving the 14-day stay period set forth in Bankruptcy Rule 6006(d); and

16 8. granting such other and further relief as the Court deems just and proper under the  
17 circumstances of these cases.

18 Dated: October 20, 2017

IRONCLAD PERFORMANCE WEAR  
CORPORATION, *et al.*

19 By: /s/ Krikor J. Meshefejian

20 RON BENDER  
21 MONICA Y. KIM  
22 KRIKOR J. MESHEFEJIAN  
23 LEVENE, NEALE, BENDER,  
24 YOO & BRILL L.L.P.  
25 Attorneys for Debtors and  
26 Debtors in Possession  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**STATEMENT OF JURISDICTION AND VENUE**

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter relates to the administration of the Debtors' bankruptcy estates and is accordingly a core proceeding pursuant to 28 U.S.C. § 157(b) (2) (A) and (O). Venue of the Bankruptcy Cases is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested in this Motion are (i) Sections 105(a) and 365 of Title 11 of the United States Code (the "Bankruptcy Code"), (ii) Rules 6006(a), (c), (d) and (e), 9006, 9007, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure, and (iii) Local Bankruptcy Rule 9013-1.

**II.**

**STATEMENT OF RELEVANT FACTS**

On October 9, 2017, Ironclad Performance Wear Corporation, a California corporation, and Ironclad Performance Wear Corporation, a Nevada corporation (collectively, the "Debtors"), the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively, the "Bankruptcy Cases"), filed a motion (the "Sale Motion") seeking an order of the Court approving the Debtors' sale of substantially all of their assets to Radians Wareham Holding, Inc. ("Purchaser") in accordance with the terms of the Asset Purchase Agreement ("APA") attached as Exhibit "A" to the Declaration of Geoffrey Greulich filed on September 11, 2017 as Docket Number 6 (the "Original Greulich Declaration") or to the highest or otherwise best overbidder selected at the Auction (defined in the Sale Motion).

By the Sale Motion, the Debtors are seeking the Court's approval of the Debtors' assumption and assignment to Purchaser (or the successful overbidder) of those unexpired leases and executory contracts that Purchaser (or the successful overbidder) wishes to assume (defined in the APA as the "Designated Contracts"). The Sale Motion includes a schedule of executory contracts and unexpired leases (the "Original Contracts and Leases Schedule").

This Motion's purpose is to supplement the Sale Motion, and specifically, to include additional contracts that may potentially be Designated Contracts. The Debtors do not concede

that these additional contracts (the “Additional Contracts”) constitute executory contracts. A list of the Additional Contracts along with the Debtors’ belief as to all outstanding cure amounts owing by the Debtors to the other parties to those potentially executory contracts (the “Cure Amounts”) is listed above and attached as Exhibit “1” to this Motion (the “Additional Contracts Schedule”).

### III.

#### DISCUSSION AND AUTHORITIES

A. The Bankruptcy Court Should Authorize the Debtors to Assume and Assign to Purchaser (or to a Successful Overbidder) All of the Designated Contracts that Purchaser (or to a Successful Overbidder) Desires.

Barring exceptions not herein relevant, sections 365(a) and 1107(a) authorizes a debtor in possession, “subject to the Court’s approval, ... [to] assume or reject any executory contract or unexpired lease of the debtor.” A debtor in possession may assume or reject executory contracts for the benefit of the estate. In re Klein Sleep Products, Inc., 78 F.3d 18, 25 (2d. Cir. 1996); In re Central Fla. Metal Fabrication, Inc., 190 B.R. 119, 124 (Bankr. N.D. Fla. 1995); In re Gucci, 193 B.R. 411, 415 (S.D.N.Y. 1996). In reviewing a debtor in possession’s decision to assume or reject an executory contract, a bankruptcy court should apply the “business judgment test” to determine whether it would be beneficial to the estate to assume it. In re Continental Country Club, Inc., 114 B.R. 763, 767 (Bankr. M.D. Fla. 1990); see also In re Gucci, 193 B.R. at 415. The business judgment standard requires that the court follow the business judgment of the debtor unless that judgment is the product of bad faith, whim, or caprice. In re Prime Motors Inns, 124 B.R. 378, 381 (Bankr. S.D. Fla. 1991), citing Lubrizol Enterprises v. Richmond Metal Finishers, 756 F.2d 1043, 1047 (4th Cir. 1985), cert. denied, 475 U.S. 1057 (1986).

Pursuant to section 365(f)(2) of the Bankruptcy Code, a debtor may assign its executory contracts and unexpired leases, provided the debtor first assumes such executory contracts and unexpired leases in accordance with section 365(b)(1), and provides adequate assurance of future performance by the assignee. Pursuant to section 365(b)(1), assumption of executory contracts and unexpired leases requires a debtor to: (a) cure any existing defaults under such agreements;

(b) compensate all non-debtor parties to such agreements for any actual pecuniary loss resulting from the defaults; and (c) provide adequate assurance of future performance under the contract or lease. 11 U.S.C. § 365(b)(1); see also In re Bowman, 194 B.R. 227, 230 (Bankr. D. Ariz. 1995); In re AEG Acquisition Corp., 127 B.R. 34, 44 (Bankr. C.D. Cal. 1991), aff'd 161 B.R. 50 (9th Cir. B.A.P. 1993). Pursuant to section 365(f)(1) of the Bankruptcy Code, a debtor may assign an executory contract or unexpired lease pursuant to section 365(f)(2) of the Bankruptcy Code notwithstanding any provision in such executory contract or unexpired lease that prohibits, restricts or conditions the assignment of such executory contract or unexpired lease.

The assumption and assignment of executory contracts furthers the goals of Chapter 11 of promoting reorganization by balancing the debtor's interest in maximizing the value of its estate against the contracting party's interest in receiving the benefit of its bargain and being protected against default by the debtor after assumption has occurred. In re Embers 86th Street, Inc., 184 B.R. 892, 896 (Bankr. S.D.N.Y. 1995).

By this Motion, the Debtors are seeking to assume and assign to Purchaser (or to a successful overbidder) all of the Debtors' executory contracts that Purchaser (or a successful overbidder) desires which were not already included in the Sale Motion. A schedule of these Additional Contracts along with the Debtors' belief as to the Cure Amounts is attached as Exhibit "1" to this Motion. Purchaser has not yet identified for the Debtors which of the Debtors' executory contracts and unexpired leases that Purchaser desires to have assigned to it (*i.e.*, the "Designated Contracts") if Purchaser is the winning bidder at the Auction (or if there is no Auction), and Purchaser is required to make that designation by one day prior to the Closing. If someone other than Purchaser is the successful bidder at the Auction, the Debtors will not know which of their executory contracts and unexpired leases the winning bidder will desire to have assigned to it until the winning bidder at the Auction makes that determination which the winning bidder will also be required to make by one day prior to the Closing.

As a result of the foregoing, by way of this Motion, the Debtors are seeking the Court's authority to assume and assign to Purchaser (or to a successful overbidder) all of the Debtors' executory contracts and unexpired leases that Purchaser (or a successful overbidder) wants to



1 have assigned to it and to fix the required Cure Amounts that would need to be paid to the other  
2 parties to the executory contracts and unexpired leases to enable compliance with the provisions  
3 of Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth herein unless the  
4 other parties to the executory contracts and unexpired leases file a timely objection to this  
5 Motion and the Court determines that the required Cure Amount is different than the amount set  
6 forth in the Additional Contracts Schedule. The Debtors submit that none of the other parties to  
7 the executory contracts have suffered any actual pecuniary loss resulting from any default by the  
8 Debtors so that no further payments beyond the proposed Cure Amounts are required to enable  
9 compliance with the provisions of Section 365(b)(1)(B) of the Bankruptcy Code. The Debtors  
10 therefore submit that any party that fails to file a timely objection to this Motion should be  
11 deemed to have consented to the Debtors' proposed Cure Amounts and pecuniary loss amounts  
12 and be forever barred from challenging the Debtors' proposed Cure Amounts and pecuniary loss  
13 amounts.

14 Purchaser (or any successful overbidder) will be required to file with the Court not later  
15 than one day prior to the Closing which of the Debtors' executory contracts and unexpired leases  
16 Purchaser (or any successful overbidder) has decided not to take an assignment of, in which case  
17 those executory contracts and unexpired leases will not be assumed and assigned to Purchaser (or  
18 a successful overbidder) at the Closing and, instead, will be deemed rejected effective as of the  
19 Closing.

20 **B. The Debtors Request the Court to Waive the Fourteen-Day Waiting Period Set**  
21 **Forth in Bankruptcy Rule 6006(d).**

22 Bankruptcy Rule 6006(d) provides, among other things, that an order authorizing the  
23 assignment of an executory contract is stayed until the expiration of fourteen days after entry of  
24 the Court order, unless the Court orders otherwise.

25 For all of the reasons set forth above and in the Sale Motion, the Debtors believe that  
26 selling the Purchased Assets to Purchaser (or a successful overbidder) in accordance with the  
27 timeline provided in the APA is in the best interests of the Debtors' estates, their creditors and  
28 shareholders. Closing the sale of the Purchased Assets as soon as possible will minimize the

1 need for the Debtors to have to borrow additional funds from Purchaser for their business  
2 operations which would dilute the recovery for the Debtors' shareholders. In order to facilitate  
3 the most expeditious Closing possible, the Debtors request that an order approving this Motion  
4 be effective immediately upon entry by providing that the fourteen-day waiting period of  
5 Bankruptcy Rule 6006(d) are waived.

6 **IV.**

7 **CONCLUSION**

8 Based upon all of the foregoing, the Debtors respectfully request that the Court enter an  
9 order:

10 1. finding that notice of this Motion was proper, timely, adequate, appropriate and  
11 sufficient and that no other or further notice of this Motion, the hearing on this Motion, or the  
12 assumption and assignment of the Designated Contracts is or shall be required;

13 2. finding good, sufficient, and sound business purposes and justification and  
14 compelling circumstances for the Debtors' assumption and assignment of the Designated  
15 Contracts to Purchaser (or to a successful overbidder);

16 3. finding that the Debtors' assumption and assignment of the Designated Contracts  
17 to Purchaser (or to a successful overbidder) are in the best interests of the Debtors' estates;

18 4. determining that (i) with the payment of the Cure Amounts, the Debtors and  
19 Purchaser (or a successful overbidder), as applicable, have cured, or have provided adequate  
20 assurance of cure, of any default existing or occurring prior to the Closing under any of the  
21 Designated Contracts, and Purchaser (or a successful overbidder) has provided adequate  
22 assurance of its future performance of and under the Designated Contracts, (ii) the provisions of  
23 Section 365(b)(1)(A) of the Bankruptcy Code at the Cure Amounts set forth in the Additional  
24 Contracts Schedule have been satisfied unless the other parties to the executory contracts file a  
25 timely objection to this Motion and the Court determines that the required Cure Amount is  
26 different than the amount set forth in the Additional Contracts Schedule, and (iii) none of the  
27 other parties to the executory contracts and unexpired leases have suffered any actual pecuniary  
28 loss resulting from any default by the Debtors so that no further payments beyond the proposed

1 Cure Amounts are required to enable compliance with the provisions of Section 365(b)(1)(B) of  
2 the Bankruptcy Code.

3 5. determining that the Debtors' assumption and assignment to Purchaser, and  
4 Purchaser's assumption on the terms set forth in the APA, of the Designated Contracts is  
5 approved, and the requirements for assumption and assignment are deemed satisfied and that the  
6 Debtors are authorized in accordance with 11 U.S.C. §§ 105(a) and 365;

7 6. approving (effective as of the Closing Date) the Debtors' rejection of all of the  
8 Debtors' remaining executory contracts which are not assumed and assigned to Purchaser (or a  
9 successful overbidder);

10 7. waiving the 14-day stay period set forth in Bankruptcy Rule 6006(d); and

11 8. granting such other and further relief as the Court deems just and proper under the  
12 circumstances of these cases.

13  
14 Dated: October 20, 2017

IRONCLAD PERFORMANCE WEAR  
CORPORATION, *et al.*

15 By: /s/ Krikor Meshefejian

16 RON BENDER

17 MONICA Y. KIM

18 KRIKOR J. MESHEFEJIAN

LEVENE, NEALE, BENDER,

19 YOO & BRILL L.L.P.

Attorneys for Debtors and

20 Debtors in Possession  
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**DECLARATION OF MATTHEW PLISKIN**

I, Matthew Pliskin, hereby declare as follows:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. I am the Chief Financial Officer of Ironclad Performance Wear Corporation, a California corporation ("Ironclad California") and Ironclad Performance Wear Corporation, a Nevada corporation ("Ironclad Nevada", and collectively with Ironclad California, the "Debtors").

3. I have personal knowledge of the facts set forth herein and, if called to testify, would and could competently testify thereto. This Declaration is based upon my review of pertinent portions of the Debtors' books and records, and the information I have obtained in my position as CFO of the Debtors.

4. On October 9, 2017, Ironclad Performance Wear Corporation, a California corporation, and Ironclad Performance Wear Corporation, a Nevada corporation (collectively, the "Debtors"), the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively, the "Bankruptcy Cases"), filed a motion (the "Sale Motion") seeking an order of the Court approving the Debtors' sale of substantially all of their assets to Radians Wareham Holding, Inc. ("Radians" or "Purchaser") in accordance with the terms of the Asset Purchase Agreement ("APA") attached as Exhibit "A" to the Declaration of Geoffrey Greulich filed on September 11, 2017 as Docket Number 6 (the "Original Greulich Declaration") or to the highest or otherwise best overbidder selected at the Auction (defined in the Sale Motion).

5. By the Sale Motion, the Debtors are seeking the Court's approval of the Debtors' assumption and assignment to Purchaser (or the successful overbidder) of those unexpired leases and executory contracts that Purchaser (or the successful overbidder) wishes to assume (defined in the APA as the "Designated Contracts"). The Sale Motion includes a schedule of executory contracts and unexpired leases (the "Original Contracts and Leases Schedule").

1           6.     The annexed Motion's purpose is to supplement the Sale Motion, and specifically,  
2 to include additional contracts that may potentially be Designated Contracts. The Debtors do not  
3 concede that these additional contracts (the "Additional Contracts") constitute executory  
4 contracts. A list of the Additional Contracts, which I caused to be prepared, along with the  
5 Debtors' belief as to all outstanding cure amounts owing by the Debtors to the other parties to  
6 those potentially executory contracts (the "Cure Amounts") is attached as Exhibit "1" to this  
7 Declaration (the "Additional Contracts Schedule").

8           7.     In order to ensure that the potential assumption and assignment of these  
9 Additional Contracts occur concurrently with the sale of the Debtors' assets, and that the motion  
10 seeking authority to assume and assign the Additional Contracts is heard at the same time as the  
11 hearing on the Sale Motion, the Debtors are requesting a hearing on shortened time. Since the  
12 Sale Motion was filed, our review of contracts has led us to the conclusion that it would be  
13 prudent to supplement the Sale Motion with a supplemental motion to address the Additional  
14 Contracts, to the extent a purchaser ultimately requires the Debtors to obtain an order authorizing  
15 the assumption and assignment of such additional contracts.

16           I declare and verify under penalty of perjury, under the laws of the United State of  
17 America, that the foregoing is true and correct.

18           Executed on this 20th day of October, 2017, at Farmers Branch, Texas.

19   
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21           Matthew Pliskin, Declarant  
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**EXHIBIT “1”**

Contracting Party Name	Description of Contract	Cure Amount	Case
Aaron Zhang	Independent Contractor Agreement	\$0.00	CA
Abel Unlimited Inc. (Ironwear)	License Agreement	\$0.00	CA
Adi Kurniawan	Employee Agreement	\$0.00	CA
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Southern Glove	License Agreement	\$0.00	CA
Stauffer Glove & Safety	Customer Agreement	\$0.00	CA
TAB Sales Solutions	Sales Representative Agreement	\$82.48	CA
Vincent A. Pestilli & Associates, Inc.	Sales Representative Agreement	\$157.46	CA

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **DEBTORS' MOTION FOR AN ORDER: (1) APPROVING OF DEBTORS' ASSUMPTION AND ASSIGNMENT OF ADDITIONAL EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS AND APPROVING OF DEBTORS' REJECTION OF THOSE EXECUTORY CONTRACTS WHICH ARE NOT ASSUMED AND ASSIGNED; (2) WAIVING THE 14-DAY STAY PERIOD SET FORTH IN BANKRUPTCY RULE 6006(d); AND (3) GRANTING RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MATTHEW PLISKIN** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 20, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforruptcy.com
- Krikor J Meshefejian kjm@lnbrb.com
- Tania M Moyron tania.moyron@dentons.com, chris.omeara@dentons.com
- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

**2. SERVED BY UNITED STATES MAIL:** On **October 20, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **October 20, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Served via Attorney Service**

Hon. Martin R. Barash  
United States Bankruptcy Court  
21041 Burbank Boulevard, Suite 342  
Woodland Hills, CA 91367

☒ Service List served by Overnight Mail



1 I declare under penalty of perjury under the laws of the United States of America that the foregoing is  
2 true and correct.

3 October 20, 2017

Stephanie Reichert

/s/ Stephanie Reichert

4 *Date*

*Type Name*

*Signature*

Ironclad Performance Wear (8300)  
OUST, Secured, Committees

United States Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, California 90017

**Creditors Committee:**

Committee Counsel  
Brown Rudnick LLP  
Attn: Cathrine M Castaldi  
2211 Michelson Dr 7th Fl  
Irvine, CA 92612

Resources Global Professionals  
c/o Brent Waters  
17101 Armstrong Ave  
Irvine, CA 92614

Winspeed Sports (Shanghai) Co., LTD  
c/o Brian Mitteldorf  
Creditors Adjustment Bureau  
14226 Ventura Blvd.  
Sherman Oaks, CA 91423

PT Sport Glove Indonesia  
c/o Mark C. Robba  
Kranon Desa Pandowoharjo  
Sleman Yogyakarta 55512  
Indonesia

**Equity Committee:**

Equity Committee Counsel  
Dentons US LLP  
Attn: Samuel Maizel & Tania Moyron  
601 South Figueroa St., Suite 2500  
Los Angeles, CA 90017-5704

Patrick W O'Brien  
301 Whitmore Lane  
Lake Forrest, IL 60045-4707

Ronald Chez  
1524 N. Astor Street  
Chicago, IL 60610

Scott Jarus  
938 Duncan Avenue  
Manhattan Beach, CA 90266

DTM Sales and Marketing  
391 Gingercake Road  
Fayetteville, GA 30214

Vincent A. Pestilli & Associates, Inc.  
193 Sam Brown Hill Road  
Brownfield, ME 4010

Murski Breeding Sales Co.  
9212 Chancellor Row  
Dallas, TX 75247

Custom Information Services  
1201 N Watson Rd #110  
Arlington, TX 76006

Abel Unlited Inc. (Ironwear)  
2020 Seabird Way  
Riviera Beach, FL 33404

Big Time Products, LLC (includes Apollo  
Performance Gloves)  
2 Wilbanks Road SE  
Rome, GA 30161

Bunzl USA Holdings, LLC (Cordova Safety  
Products, John Tillman Co.)  
Once City Place Drive  
Suite 200  
St. Louis, MO 63141

Cestusline, Inc.  
13818 NE Airport Way  
Portland, OR 97230

Custom Leathercraft Mfg. LLC  
10240 S. Alameda Street  
South Gate, CA 90280

DNOW L.P. (Skatiq Gloves)  
7402 N. Eldridge Parkway  
Houston, TX 77041

Impacto Protective Products, Inc.  
40 Dussek Street  
Belleville, ON K8N 5R8  
CANADA

Liberty Glove, Inc.  
433 Cheryl Lane  
City of Industry, CA 91789

Magpul Industries Copr.  
8226 Bee Cave Road  
Austin, TX 78746

MCR Safety  
1255 Schilling Blvd. W  
Collierville, TN 38017

Refrigiwear, Inc.  
54 Breakstone Drive  
Dahlongega, GA 30533

Ringers, Inc.  
8846 North Sam Houston Parkway West  
Houston, TX 77064

RPS Solutions  
726 Donald Preston Drive  
Wolfforth, TX 79382

Safety Supply Corporation (Radians)  
880 North Hills Blvd.  
Suite 505  
Reno, NV 89506

Saf-T-Glove  
1121 Fountain Parkway  
Grand Prairie, TX 75050

Southern Glove  
749 AC Little Drive  
Newton, NC 28658

Sony Riyadi  
Taman Intan Cimanggis Town House Block  
D No.3 Jl. Raya Radar AURI Cisalak Pasar  
Cimanggis, Depok Jawa Barat 16452

River Zheng  
29th Hengtand Old Street, Yiting Town,  
Shangyu District, Shaoxing Cit, Zhejiang  
Province, PRC

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Muhammad Deni Indrajaya  
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